

EXHIBIT C

VIRGINIA PROMISSORY AND CONFESSED JUDGMENT NOTE

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

\$1,358,610.51

Virginia Beach

This Virginia Promissory and Confessed Judgment Note (the "Note" or "Agreement") is entered into as of the 5th ^{December for} day of November 2018 ("Effective Date"), by the undersigned **BCause Mining LLC**, a Virginia limited liability company, with its principal place of business located at 192 Ballard Ct., Suite 303 Virginia Beach, VA 23462 (hereinafter referred to as "Debtor") who agrees that it is indebted and promises to pay the sum of One Million Three Hundred Fifty Eight Thousand Six Hundred Ten and 51/100 Dollars (1,358,610.51) (the "Principal Sum") to **WESCO Distribution, Inc.** a Delaware corporation, with its principal place of business located at 225 West Station Square Drive, Pittsburgh, PA 15219 (hereinafter referred to as "WESCO" or "Holder") as follows:

1. **Payment of the Principal Sum, Fees, and the Maturity Date.**

a. Debtor shall pay WESCO the Principal Sum, plus interest, commencing from the Effective Date at the rate of Twelve Percent per year (12.00% APR) on the outstanding Principal Sum (together the "Debtor's Obligation"), until paid in full, with the entire Debtor's Obligation being payable in full by August 25, 2019 (the "Maturity Date").

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b. Payment schedule is as follows:

- (i) \$10,000 at execution of this Note;
- (ii) November – December 2018: \$50,000/ea. month;
- (iii) January 2019 – February 2019: \$100,000/ea. month;
- (iv) March 2019 – April 2019: \$150,000/ea. month; and,
- (v) May 2019 – August 2019: \$187,152/ea. month.

c. The last payment on August 25, 2019, shall be in the principal amount of \$187,152, plus any outstanding interest as set forth herein.

d. The first payment shall be at the execution of this Note and each successive payment being due on the 25th day of each successive month.

e. The monthly payments noted above do not waive, release or diminish the Debtor's obligation to remit payment for current and ongoing services furnished by WESCO. Specifically, if the Debtor fails to remit payment for current and on-going equipment/materials furnished within thirty (30) days of the date of the corresponding invoice, and thereafter fails to cure such default within fifteen (15) days of written notice, such failure shall be deemed a material breach of this Note and the Holder may at its option and without waiver of any other rights, Confess Judgment against Debtor and Guarantors in accordance with Article 4 herein

2. **Prepayment & Late Payment.** Debtor may pay the Debtor's Obligation in whole or in part at any time prior to the Maturity Date or an Event of Default, without penalty or premium. Should any payment due hereunder be received by the Holder more than ten (10) days after its due date, Debtor shall pay a late payment penalty equal to five percent (5%) of the payment then due.

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3. **Guaranty.** For the purpose of inducing the Holder to enter into this Note with Debtor, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, **BCause Trust, Inc.** a Virginia corporation with its principal place of business located 277 Bendix Road Suite 420, Virginia Beach, VA 23452; **BCause Spot, LLC**, a Virginia limited liability company with its principal place of business located at 277 Bendix Road Suite 420, Virginia Beach, VA 23452; **BCause LLC** a Virginia limited liability company with its principal place of business located at 277 Bendix Road Suite 420, Virginia Beach, VA 23452; **BCause Derivatives Exchange LLC** a Virginia limited liability company with its principal place of business located at 277 Bendix Road Suite 420, Virginia Beach, VA 23452; and, **BCause Clear LLC** a Virginia limited liability company with its principal place of business located at 277 Bendix Road Suite 420, Virginia Beach, VA 23452 (collectively referred to as the "Guarantors") hereby unconditionally and irrevocably guaranty the full and prompt performance by Debtor of all obligations under this Note and the full and prompt payment of any monies due to Holder under this Note. This guaranty includes, but is not limited to, any costs and expenses, including attorneys' fees, provided to Holder under this Note, including but not limited to the Confession of Judgment Provision.

This Guaranty is a guaranty of payment and not of collection. Holder shall not be required, as a condition precedent to making a demand upon the Guarantors or to bringing an action against the Guarantors under this Guaranty, to make demand upon, or to institute any action or proceeding against the Debtor or anyone else (including each individual guarantor), or to exhaust its remedies against the Debtor, or anyone else (including each individual guarantor), or against any collateral

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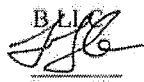
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security. All remedies afforded to Holder by reason of this Guaranty are separate and cumulative remedies and it is agreed that not one of such remedies, whether exercised by Holder or not, shall be deemed to be exclusive of any of the other remedies available to Holder and shall not limit or prejudice any other remedy which Holder may have against any party, including the Guarantors. All obligations of the Guarantors hereunder shall be joint and several.

4. **Confessed Judgment.** In the event that the Debtor or Guarantors fail to faithfully undertake and perform any duty under this Note or make any of the payments required under Paragraphs 1 or 3 above, or perform any or all of its other obligations set forth herein, and thereafter fails to cure any default within ten (10) days of notice, the Debtor and Guarantors hereby authorize Seth A. Robbins, Robbins Law Group, PLLC., or any other attorney designated by Holder, or any clerk of any court of record, as their attorney-of-fact, to appear for the Debtor and the Guarantors in the Circuit Court for Arlington County, Virginia, or any court of record and to confess judgment without prior hearing, and without stay of execution or posting of a bond, against Debtor and the Guarantors, jointly and severally, in favor of Holder for and in the amount of Debtor's Obligation, less any amount previously paid under this Note, plus interest at the rate of Twenty Percent (24%) per annum commencing from April 27, 2018 and all other amounts payable under the terms of this Note (together the "Default Obligation"), including, but not limited to, reasonable attorneys' fees in the amount of thirty-five percent (35%) of the Default Obligation. The Debtor and Guarantors hereby agree and admit that all such sums are due and payable, that they have no adequate defense or set off at law, and waive and release all present and future defenses to this Note, all errors and all rights of exemption, appeal, stay of execution, inquisition, bond, and other rights to which the

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Debtor or Guarantors may otherwise be entitled under the laws of the Commonwealth of Virginia, any other state, or the United States of America now in force or which may hereafter be enacted. The Debtor and Guarantors further waive and release all rights to delay enforcement as maybe afforded under Virginia Code §8.01 – 433. Moreover, Debtor and Guarantors expressly ratify and confirm the acts of said attorney-in-fact as if done by themselves. Accordingly, and without limitation, Debtor and Guarantors expressly waive the rights afforded under Virginia Code §8.01-438. The authority and power to appear for and enter judgment against the Debtor and/or Guarantors shall not be exhausted by one or more exercises thereof or by any imperfect exercise thereof and shall not be extinguished by any judgment entered pursuant thereto. Such authority may be exercised on one or more occasions or from time to time in the same or different jurisdictions as often as Holder shall deem necessary or desirable, for all of which this Promissory Note shall be a sufficient warrant. If a copy of this Note, verified by Affidavit, from Seth A. Robbins or any other attorney designated by Holder, shall have been filed in a legal proceeding, it will not be necessary to file the original as a warrant of attorney.

5. **Events of Default.** Each of the following shall constitute an event of default (“Event of Default”) under this Note, the occurrence of any of which shall result in the Debtor’s default under this Note and Holder may immediately declare payment of the principal and interest, plus attorney fees to be due and collectible at once, and may confess judgment as provided by Paragraph 4 herein:

- a. Debtor or Guarantors fail to make any payment when due under this Note;

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- b. Debtor and/or Guarantors, individually or collectively, file any petition for bankruptcy or arrangement pursuant to the Federal Bankruptcy Act or any similar statute, or Debtor and/or Guarantor is adjudicated to be bankrupt or insolvent;
- c. Debtor, independently or jointly, suffers a civil monetary judgment in an amount equal to or exceeding Ten Thousand Dollars (\$10,000) in an action for the collection of debts or for injury to person or property, and the period for appeal on such judgment expires without the filing of an appeal;
- d. Debtor or Guarantors fail to comply with or perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents, including but not limited to the Debtor's Obligation.

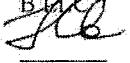
6. **Commercial Loan.** Debtor and Guarantors acknowledge that the debt evidenced by this Note is for commercial purposes only, and is not made for a consumer, personal, family or household purposes arising out of consumer credit sale, consumer lease, consumer loan, or household purchases arising out of a consumer credit sale, consumer lease, a consumer loan, or a rent-to-own transaction, or a lease purchase agreement as to which a confessed judgment clause is prohibited by Code of Virginia, and Debtor and Guarantors further hereby expressly waive the benefit of such obligations/rights under the law of the Commonwealth of Virginia.

7. **Authorization to File UCC-1 Financing Statement.** Debtor irrevocably authorizes Holder to prepare and file a UCC-1 Financing Statement and sign the same on behalf of Debtor, if necessary, to provide public notice of this Note. Debtor agrees to cooperate in all respects to executing any and all UCC filing requirements.

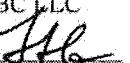
8. **Waiver and Post Bond.** Debtor and Guarantors hereby waive their rights to set aside the Confession of Judgment under Virginia law, including but not limited to any afforded by Virginia Code §8.01 – 433. Nevertheless, to the extent any portion of this Note is in any way waived, reduced, limited, terminated, discharged, impaired or otherwise effected by any action,

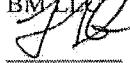
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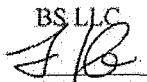
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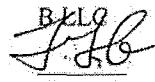
accommodation, or extension, Debtor and/or Guarantors shall post a bond with an approved surety of double the amount of the Default Obligation and costs. Further, Debtor and Guarantors consent that the Confession of Judgment shall not be released or stayed until such time as Debtor and/or Guarantors posts such security and a Court Order acknowledges the same.

9. **Property Waiver.** Debtor and Guarantors hereby waive any and all rights to claim any of their properties, including their respective homesteads, as exempt from levy, execution or sale or other legal process under the laws of the Commonwealth of Virginia or any other state, territory, or possession of the United States.

10. **Detinue and Attachment Waiver.** Debtor hereby waives and releases all present and future defenses to Holder's actions to recover the material, equipment and/or all other property furnished by Holder to Debtor. Debtor agrees and consents to the seizure of such property and specifically consents to an Order pursuant to Virginia Code §8.01-540 wherein a Judge may issue such Attachment in accordance with the prayer of the petition filed by the Holder only. Debtor acknowledges reasonable cause exists to believe the grounds as mentioned in Virginia Code §8.01-534 for Attachment and/or Detinue. Moreover, Debtor admits that it has no adequate defense or set off at law and waives and release all present and future defenses to Holder's actions in Detinue (Virginia Code §8.01-114 *et seq.*) or Attachment Virginia Code §8.01-533 *et seq.*). Debtor further waives all rights to, appeal, stay of execution, bond (Virginia Code §8.01-115), and other rights to which the Debtor may otherwise be entitled under the laws of the Commonwealth of Virginia, any other state, or the United States of America now in force or which may hereafter be enacted.

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Accordingly, and without limitation, Debtor and Guarantors expressly waives the rights afforded under Virginia Code §8.01-114 *et seq.*, and 8.01-533 *et seq.*

11. **No Waiver.** No provision of this Note shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Holder. No waiver by Holder of any breach of, or of compliance with, any condition or provision of this Note or any other document shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. The obligations of the Debtor and/or Guarantors shall not to any extent or in any way be waived, reduced, limited, terminated, discharged, impaired or otherwise effected by any action, accommodation, extension or failure to act by Holder.

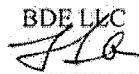
12. **Remedies Cumulative.** Holder shall not be required, as a condition precedent to making a demand under this Note or under any other obligation of the Debtor or Guarantors, to make demand upon, or to institute any action or proceeding against any party or anyone else (including Bcause Mining LLC), or to exhaust its remedies against any party, or anyone else, or against any collateral security. All remedies afforded to Holder are separate and cumulative remedies and it is agreed that not one of such remedies, whether exercised by Holder or not, shall be deemed to be exclusive of any of the other remedies available to Holder and shall not limit or prejudice any other remedy which Holder may have against a party, or anyone else, or against any property or collateral security.

13. **Choice of Law.** This Note shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to the conflicts of law rules thereof.

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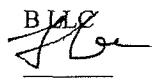
14. **Waiver to Set-Off or Counterclaim.** Debtor and Guarantors hereby waive the right to setoff or counterclaim in connection with any litigation or in connection with any claim or dispute howsoever arising between the Debtor, Guarantors and Holder of this Note, irrespective of the nature of such setoff or counterclaim. All payments of interest, attorneys fees and principal as provided for in this Note shall be due and payable without regard to the existence of any right of Debtor or Guarantors to setoff or counterclaim in connection with any claim or dispute howsoever arising between the Debtor, Guarantors and the Holder hereof, irrespective of the nature of such setoff or counterclaim. Further, the Debtor and Guarantors, jointly and severally, waive presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note and all lack of diligence or delays in collection or enforcement hereof.

15. **Choice of Jurisdiction and Venue.** Without prejudice to Holder's right to bring suit in any court of competent jurisdiction to enforce this Note or any other rights, the parties hereby irrevocably waive any present or future objection to the jurisdiction of the courts of the Commonwealth of Virginia over the parties for the purpose of enforcing this Note or any other right the parties may have with respect to each other or otherwise, and the parties specifically agree to the venue of the Circuit Court for Arlington County, Virginia, for such purpose. Debtor and Guarantor agree to a transfer to the Circuit Court for Arlington County, Virginia any action related to this Note upon the request of Holder.

16. **Construction.** If any part, term or provision of this Note shall be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Note, the validity of the remaining portions or provisions shall not be affected thereby.

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In the event that any part, term or provision of this Note is held void, illegal, unenforceable or in conflict with any law of the federal, state or local government having jurisdiction over this Note, the parties agree, to the extent possible, to include a replacement provision construed to accomplish its originally intended effect, that does not violate such law or regulation.

17. **Benefit.** This Note shall bind the Debtor and the Guarantors and their successors, representatives and assigns, and the rights and benefits of Holder contained herein shall inure to the benefit of Holder's successors, representatives and assigns. This Note does not otherwise provide any benefits to any third-parties, and cannot be enforced for the benefit of any third party.

18. **Representations.** The undersigned signatory, by his respective signature, represents and warrants that Debtor and Guarantors are duly authorized to execute this Note individually and on behalf of Debtor and Guarantors and maintain the consent of the members of same to enter into and perform under this Note. Debtor and Guarantors agree that this Note is provided not in payment of, but as additional security for and evidence of obligations due to the Holder under existing agreements with Debtor and Guarantors and this note is not accepted in lieu of Holder's mechanic's lien, payment bond, trust fund or other legal rights.

19. **Factual Representation.** Debtor and Guarantors each in their own individual capacity, hereby represent and warrant that all of the statements made herein were made intentionally and knowingly, are of a material nature and are true and accurate. Debtor and Guarantors acknowledge that such statements are relied upon by Holder and the statements induced Holder to enter this Note. Moreover, Debtor and Guarantors acknowledge that if any of

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the statements herein are not accurate in any material respect, such statements were purposely made to deceive, and Holder may seek additional damages as a result of such statements.

20. **Assignability.** This Note may be assigned by the Holder or any subsequent holder of this Note at any time and from time to time without the consent of the Debtor or Guarantors.

21. **Non-Disclosure.** The terms and conditions of the Note shall not be disclosed to any person or entity without prior consent of the party not seeking disclosure, which consent shall be in the Holder's sole and absolute discretion. Notwithstanding the foregoing, the terms and provisions of this Note may be disclosed by a party if required by law.

22. **Notice.** All notices and other communications to Debtor and/or Guarantors which may be or are required to be given hereunder shall be in writing and shall be sent by electronic mail to Debtor and/or Guarantors c/o Ann M. Cresce, Esq., General Counsel/Corporate Secretary at ann.cresce@bcause.com. Notice shall be deemed sufficiently given for all purposes hereunder when actually sent. A copy of the aforementioned Notice, verified by Affidavit, from Seth A. Robbins or any other attorney designated by Holder, shall be sufficient to establish the Notice was sent and the corresponding obligations as set forth in this Agreement were met.

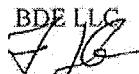
23. **Costs, Expenses and Attorneys' Fees.** In addition to the attorney's fees provided in Paragraph 4 herein, Holder shall be awarded all costs and expenses incurred in any litigation or action arising between the parties hereto and all costs, expenses and reasonable attorneys' fees in collecting upon any judgment entered in favor of Holder.

24. **WAIVER OF JURY TRIAL.** DEBTOR, GUARANTORS AND HOLDER EACH HEREBY VOLUNTARILY, ABSOLUTELY, IRREVOCABLY AND

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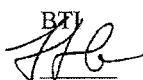
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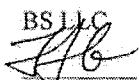
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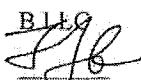
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UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THIS NOTE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE DEBTOR AND GUARANTORS AND DEBTOR AND GUARANTORS ACKNOWLEDGE THAT EXCEPT FOR HOLDER'S AGREEMENT TO LIKEWISE WAIVE ITS RIGHTS TO A TRIAL BY JURY NEITHER THE HOLDER NOR ANY PERSON ACTING ON BEHALF OF THE HOLDER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF JURY TRIAL OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. DEBTOR AND GUARANTORS FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS NOTE AND IN MAKING OF THE WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER AND THIS ENTIRE AGREEMENT WITH COUNSEL. DEBTOR AND GUARANTORS FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AS EVIDENCE OF THIS FACT SIGNS THE NOTE BELOW.

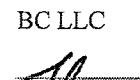
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In witness whereof, the Debtor and Guarantors have executed this Note under Seal, effective as of the date set forth above.

BCAUSE MINING LLC

By: Frederick J. Orsle
Name: Frederick J. Orsle
Its: Principal CEO

Certificate of Notary Public

State of Illinois
In the Commonwealth of Virginia;

County of COOK, to wit;

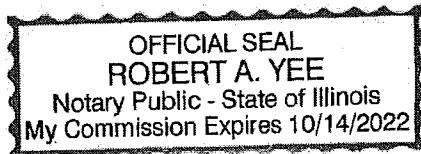
This the 11 day of December, 2018, Frederick J. Orsle, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand,

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

SEAL



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BCAUSE TRUST, INC.

By: Frederick G. Grade
Name: Frederick G. Grade
Its: CEO

Certificate of Notary Public

State of Illinois,
In the Commonwealth of Virginia,

County of Cook, to wit;

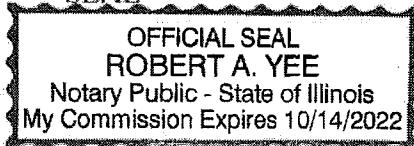
This the 11 day of December, 2018, Frederick J. Grade, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand.

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

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BCAUSE SPOT LLC

By: Frederick J. Grede
Name: Frederick J. Grede
Its: Principal CEO

Certificate of Notary Public

State of Illinois
In the Commonwealth of Virginia;

County of Cook, to wit;

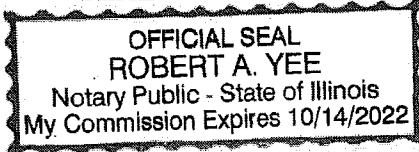
This the 11 day of Dec, 2018, Frederick J. Grede, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand.

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

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BCAUSE LLC

By: Frederick J. Orde
Name: Frederick J. Orde
Its: Principal CEO

Certificate of Notary Public

State of Illinois
In the Commonwealth of Virginia,

County of Cook, to wit;

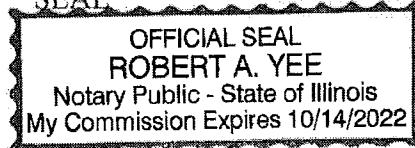
This the 11 day of December, 2018, Frederick J. Orde, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand.

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

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BCAUSE DERIVATIVES EXCHANGE LLC

By: Frederick J. Grese

Name: Frederick J. Grese

Its: Principal CEO

Certificate of Notary Public

In the State of Illinois,
In the Commonwealth of Virginia,

County of Cook, to wit;

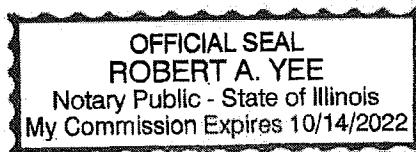
This the 11 day of December, 2018, Frederick J. Grese, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand.

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

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BCAUSE CLEAR LLC

By: Fredrick J. Grende
Name: Fredrick J. Grende
Its: Principal CEO

Certificate of Notary Public

State of Illinois
In the Commonwealth of Virginia,

County of Cook, to wit;

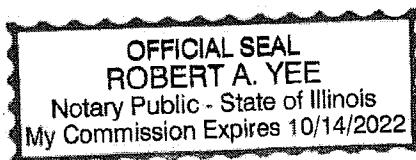
This the 11 day of December, 2018, FREDRICK J. GRENDE, who is known to me, or was proven to be by sufficient proof, appeared before me, the undersigned, a Notary Public of the aforesaid jurisdiction, and, after being sworn according to law, executed the above document before me and stated that he was authorized to execute this document for the purposes contained therein.

In witness thereof, I hereunder set my hand.

Robert A. Yee
Notary Public

My commission expires: 10/14/2022

SEAL



BTY
JL

BS LLC
JL

B LLC
JL

BDE LLC
JL

BE LLC
JL

BM LLC
JL

Payment Schedule

Principal	1,358,611
Interest	12%
Annual Interest	163,033

Exhibit A

Promissory Note

Debtor: BCause Mining, LLC
Holder: WESCO Distribution, Inc.

Amortization Schedule

	Current Balance	Monthly Interest	Payment	New Balance
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Initial Payment	1,358,611	13,586	(10,000)	1,362,197
November 2018	1,362,197	13,622	(50,000)	1,325,819
December 2018	1,325,819	13,258	(50,000)	1,289,077
January 2019	1,289,077	12,891	(100,000)	1,201,968
February 2019	1,201,968	12,020	(100,000)	1,113,987
March 2019	1,113,987	11,140	(150,000)	975,127
April 2019	975,127	9,751	(150,000)	834,878
May 2019	834,878	8,349	(187,152)	656,075
June 2019	656,075	6,561	(187,152)	475,484
July 2019	475,484	4,755	(187,152)	293,087
August 2019	293,087	2,931	(187,152)	108,866
Final Payment	108,866	1,089	(109,954)	0

BTI Initials HB

BS, LLC Initials HB

B, LLC Initials HB

BDE, LLC Initials HB

BC, LLC Initials HB

BM, LLC Initials HB